FORM NLRB-4479

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION THIRTY-THREE

AMERICAN ORDNANCE, LLC

Employer

and

MILLWRIGHT-TECHNICAL ENGINEERS LOCAL UNION 2158 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

Petitioner

and

INTERNATIONAL ASSOCIATION OF MACHINISTS, LOCAL LODGE NO. 1010

Incumbent Union

Case 33-RC-4443

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:[1]

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.[2]

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[1] I have carefully considered the record evidence, the Parties' statements and arguments on the record, as well as the briefs of the Parties.

[2] The Parties stipulated that the Employer is a Delaware corporation with its headquarters located in Lexington, Kentucky. The Employer is engaged in the business of loading, assembly, packaging, shipping, storing, and demilitarization of ammunition for the U.S. Government at the Iowa Army Ammunition Plant in Middletown, Iowa. The parties also stipulated that during the past calendar year, a representative period of time, the Employer purchased and received at its

3. The labor organization(s) involved claim to represent certain employees of the Employer.

4. The instant petition seeks a unit described as "all millwright-mechanics and locksmiths employed by the Employer at its Middletown, Iowa, Plant, but excluding all other employees, guards, managers and supervisors as defined by the Act."

5. No question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act, for the following reasons:

ISSUES PRESENTED

The Petitioner has filed a petition to sever the Employer's millwright-mechanics and locksmith from an existing unit of production and maintenance (and other) employees, currently represented by the Intervenor. The petitioner contends that as the petitioned-for employees form a "craft unit" as defined by the National Labor Relations Act and applicable case law, the petition is proper and the National Labor Relations Board should order a severance election among the petitioned-for employees. Contrary to the Petitioner, the Incumbent Union contends that the unit being sought is already part of an appropriate unit; does not qualify as a craft unit; has been part of the collective bargaining process since 1952; and, therefore, should not be severed from the existing unit and collective bargaining agreement that is currently in effect between the parties. The Employer declines to recognize the Petitioner as the representative of the unit requested absent a certification of the representative issued by the National Labor Relations Board. The Employer contends the unit being sought should remain part of the existing production and maintenance unit, as previously certified by the National Labor Relations Board, and for which there is a 50-year bargaining history.

BACKGROUND AND FACTS

The Employer, American Ordnance L.L.C., is a civilian contractor that operates the Iowa Army Ammunition Plant. The United States government owns the Iowa Army Ammunition Plant. The Employer produces a variety of ammunition products, primarily large caliber munitions, including missile warheads, 120-mm tank ammunition and 155 mm artillery projectiles, for the United States Army and other third-party contracts. The Iowa Army Ammunition Plant (hereinafter, the "Plant") consists of over 1000 buildings on approximately 19,000 acres of land physically located between Middletown and Burlington, Iowa.[3] Within the Plant, there are

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Middletown, Iowa, facility, products, goods and materials valued in excess of $50,000 directly from suppliers located outside the State of Iowa and that the Employer had gross revenues from its operations in excess of $500,000. Upon these facts, I find that American Ordnance, LLC, is an employer engaged in commerce within the meaning of the Act.

[3] The Plant's mailing address is in Middletown, Iowa.

eleven load, assemble and pack production lines, as well as research and development facilities, storage facilities and a 500 acre test fire area.

Total employment at the Plant fluctuates, but the Employer currently employs approximately 850 employees. These employees are currently represented by the following unions:

> The Teamsters represent a Unit of about 60 to 70 company laborers, material handlers, material checkers, truck drivers, and custodians.
>
> The International Guards Union of America (IGUA) represent a Unit of about 25 to 30 Guards.
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> The Employer also recognizes a coalition of eight separate "craft unions," with each union separately representing one of eight separate "craft units." Until recently, this coalition bargaining has resulted in a single collective bargaining agreement covering all eight of these "craft units." Combined, there are approximately 40 "craft unit" employees covered under this agreement.[4] The "craft units" specified in the most recent printed copy of the coalition craft unions' collective bargaining agreement with the Employer are as follows:
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> a. The International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America, Local Union No. 83, representing employees in the "Boilermakers Unit;"
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> b. The Sheet Metal Workers International Association, Local Union No. 91, representing employees in the "Sheet Metal Workers Unit;"
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> c. The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 212,

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[4] It is unclear from the record exactly how long the Employer has recognized and/or bargained collectively with any and/or all of the herein-referenced "craft unions." It is similarly unclear how long the Employer has bargained collectively with these "craft unions" as a coalition. However, the most recent printed collective bargaining agreement between the "craft union" coalition and the Employer was in effect from September 8, 1996 through September 7, 1999. All of the Employer's "craft unit" employees, with the exception of those employees currently the subject of the instant dispute, were covered under this collective bargaining agreement. According to the evidence presented at hearing, at the expiration of this agreement, six of the unions in the coalition entered into a new, single, three-year collective bargaining agreement with the Employer. At the time of the hearing, however, this agreement had not yet been printed. In the meantime, in or around May 1999, two of the Unions in the coalition, the IBEW and Operating Engineers, broke away from the coalition and began bargaining separately with the Employer. Thereafter, these two unions reached an accord with the Employer and entered into a single collective bargaining agreement.

representing employees in the "Pipefitters Unit;"

d. The Carpenters and Millwrights Affiliated with the United Brotherhood of Carpenters and Joiners of America, Local Union No. 410, representing employees in the "Carpenters Unit;"

e. The International Union of Operating Engineers, Local Union No. 150, representing employees in the "Operating Engineers Unit" (i.e., made-up of "powerhouse personnel," including stationary boiler operators, powerhouse engineers, instrument scale and balance, technicians, water treatment, heavy duty equipment mechanics, and operators);

f. The International Association of Bridge, Structural, and Ornamental Ironworkers, Local Union No. 577, representing employees in the "Ironworkers Unit;"

g. The International Brotherhood of Painters and Allied Trades, representing employees in the "Painters Unit;" and

h. The International Brotherhood of Electrical Workers, Local Union No. 13, representing about 15 to 20 employees in the "Electricians Unit." This unit includes the Employer's electricians, including a telephone electrician.

Since at least April 21, 1953, the International Association of Machinists and Aerospace Workers, Local Lodge 1010 (hereinafter, the "IAM"), has represented the production, maintenance and firefighter employees of the Employer and/or its predecessors.[5] Specifically included within the scope of this representation has been the "millwright" job classification. Currently, the IAM represents about 400 or so of the Employer's employees. These employees are divided into three separate units, all of which are covered under a single collective bargaining agreement. The three units represented by the IAM are:

a. "Unit 1," made-up of Explosive Operators, Production Operators, Component Operators, IEP Operators, Inspector I, Inspector II, Component Inspectors, Laundry Machine Operators, and Change House Attendants. There are currently about 376 or so employees in this unit. Broadly speaking, these employees work on the Employer's various production lines. They will be referred to, hereinafter, as "production line employees;"

b. "Firefighter Unit" comprised of Firefighters I, Firefighters II, and Emergency Medical Technicians. There are currently about six employees in this unit.

[5]The instant Employer, American Ordnance, LLC, is a successor employer to Mason and Hanger Corporation. Mason and Hanger was a successor employer to Silas Mason Company. Both Mason and Hanger Corporation and Silas Mason Company entered into collective bargaining agreements with the IAM regarding the units in question herein.

c. The IAM "Craft Unit," currently made-up of about 18 employees, including 17 "millwright-mechanics" and one " locksmith." The Employer-IAM "Craft Unit" designation has been in existence in successive collective bargaining agreements dating back to at least 1953.[6] This Unit is distinct and separate from the "Craft Unit" employees represented by the various unions listed above. It is also the unit that gives rise to the instant severance petition.

Since at least 1953, the Employer and the IAM have included the job classification of "millwright" in their various collective bargaining agreements. This job classification, as well as the job classification of "locksmith," has also been included within the above-described IAM "Craft Unit."

Although the record is somewhat sparse on the issue, no party challenged the proposition that the three "units" represented by the IAM have been merged into a single unit. Indeed the parties, either directly or implicitly, conceded that there was a single unit from which Petitioner seeks to sever the alleged craft employees. Nothing in the record is inconsistent with the fact that such a merger has occurred. The mere use of the term "unit" to describe each of several distinct groups in a collective bargaining agreement is not controlling of the merger question. *Westinghouse Electric Corp.*, 227 NLRB 1932 (1977).

Prior to 1999, the Employer's various collective bargaining agreements with the IAM all defined "Craft Unit" employees as including Automotive Mechanics, Automotive Inspectors, Millwrights, Locksmiths and Automotive Mechanic Helpers. However, in 1999, when the current collective bargaining agreement was negotiated (and after the instant severance petition was filed), the Employer and the IAM negotiated a consolidation of the automotive mechanic, automotive inspector, and millwright job classifications into the single job classification of "millwright-mechanic." The totality of the evidence indicates that the reason the Employer and the IAM negotiated this consolidation of job classifications within the Employer-IAM "Craft Unit" was due to the similarity of job duties performed by the employees in the various consolidated job classifications, including the fact that the "millwrights" were performing many of the same functions and duties as performed by the Employer's automotive mechanics. Despite this consolidation of job classifications, the "millwright-mechanic" and "locksmith" job classifications continue to be included within the IAM "Craft Unit." In fact, they are the only two job classifications currently contained in the IAM "Craft Unit." [7]

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[6] Prior to 1953, the "millwrights" were represented by The Carpenters and Millwrights Union, Local Union No. 410, within the "Carpenters Unit." This Unit was included in the consolidated multi-unit "Craft" contract.

[7] In addition to consolidating the job classifications within the Employer-IAM "Craft Unit," in 1999 the Employer and the IAM also agreed to establish two pay categories for each of the three Units represented by the IAM. This, in effect, instituted a dual pay system within each of these Units. These dual pay categories are currently designated as pay categories A and B and affect each of the Employer's job classifications in each of the aforementioned Units. These dual pay categories are unrelated to job qualifications. For example, they are unrelated to apprenticeship

In addition to its facility in Iowa, the Employer also operates an Army ammunition production facility in Milan, Tennessee. The Employer's operation there manufactures small caliber munitions. The employees of this Milan, Tennessee, facility are all covered under a single, jointly bargained, "wall-to-wall" collective bargaining agreement between the Employer and various unions. The employees of the Milan, Tennessee, facility do not form any part of any of the bargaining units giving rise to the instant petition. The preventive maintenance, repair, and replacement of production machinery/maintenance of production equipment functions at the Employer's Milan, Tennessee, facility are performed by "production maintenance mechanics." There are no "millwright" job classifications at that facility. The Employer's Human Resources Director testified in the instant hearing, without rebuttal, that the "millwright" job classification at the Employer's Iowa Plant is the equivalent of the production maintenance mechanic job classification at the Milan, Tennessee facility. The United Steelworkers of America Union represents the production maintenance mechanics at the Milan, Tennessee facility. They are covered by the same "wall-to-wall" collective bargaining agreement, as the other employees at the Milan Plant, including the production employees.

THE MILLWRIGHT MECHANICS

Generally speaking, the primary role of all the Employer's millwright-mechanics is to keep the Employer's equipment maintained and in good repair, thereby ensuring that the Employer's various production lines at the Plant are kept running. To this end, the millwright-mechanics routinely remove malfunctioning equipment from the Employer's various production lines, repair it and/or fabricate replacement parts for the equipment, and then reinstall the repaired/fabricated equipment on the production line machine from which it was originally taken. They also engage in more involved mechanical activities, described below. Because of the nature of their duties, the Employer's millwright-mechanics are an integral part of the Employer's overall production process.

Despite the single job classification of "millwright-mechanic" listed in the current Employer-IAM collective bargaining agreement, the totality of the evidence clearly indicates that the Employer's millwright-mechanics are actually functionally divided into three types of millwright-mechanics: line millwright-mechanics; shop millwright-mechanics; and automotive millwright-mechanics. That is, certain of the Employer's millwright-mechanics (i.e., automotive millwright-mechanics) are primarily relegated to performing maintenance and repair of the Employer's vehicles. Others (i.e., "line millwright-mechanics") are assigned to work exclusively at or near one of the Employer's various production lines (i.e., they are assigned to work either on production lines 1, 2, 3, 3A or 4B),[8] usually beginning their work-day by

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or journeyman status, neither of which classifications are recognized by the Employer for any of the employees currently represented by the IAM at the Plant. As noted above, these changes all took effect January 1, 2000, subsequent to the filing of the instant petition. The term of the current collective bargaining agreement between the Employer and the IAM runs from November 22, 1999 to September 7, 2002.

[8] Each of these production lines is located in a different area of the Plant. Currently, there are

reporting to one of the Employer's five or so production line mechanics' shops physically located near a number of these production lines.[9] Finally, in addition to the various line millwright-mechanics, the Employer also maintains a single, "main millwright-mechanics' shop" to which the Employer's "shop millwright-mechanics" are assigned. These "shop millwright-mechanics" routinely perform more involved millwright repairs and fabrications, as compared to those performed by the line millwright-mechanics . They also routinely serve as floating line millwright-mechanics, serving on production lines where there may not be line millwright-mechanics assigned.

Duties Of The Line Millwright-Mechanics: Of the 18 or so millwright-mechanics currently working for the Employer, about 9-10 work as line millwright-mechanics. Most of the work performed by line millwright-mechanics is in the nature of routine preventative maintenance, repair and/or replacement of the Employer's equipment.

When a piece of production equipment malfunctions, a line millwright-mechanic is usually informed of the fact by being paged by a production line employee or foreman. Alternatively, the line millwright-mechanic may be informed of the malfunction by one of the Employer's "Unit 1" inspectors. However informed, the line millwright-mechanic immediately responds to the production line site where the malfunctioning equipment is located. At that point, the line millwright-mechanic is advised of the nature of problem by one of the production employees or production foremen working on that production line. The responding line millwright-mechanic then troubleshoots the problem and immediately undertakes the repair of the broken machinery - usually doing so on or at the production line itself. If a broken machine or part cannot be repaired on the production line, the line millwright-mechanic removes it, replaces it with another piece of temporary equipment and then takes it to one of the mechanics' shops located immediately adjacent to the production line to which the line millwright-mechanic is assigned. There the line millwright-mechanics either repair the broken part and/or fabricate a new replacement part. If the repair or fabrication cannot be accomplished at one of the production line millwright-mechanics' shops, the line millwright-mechanic takes the part to the Employer's main millwright-mechanics' shop, located near production lines one and two. This "main shop" is larger and more comprehensively stocked than any of the various production line millwright-mechanics' shops.

Once the malfunctioning part is either repaired or a new replacement part is fabricated, the repaired/fabricated part is reinstalled by the line millwright-mechanic on the production line machine to which it originally belonged. At that point, after reinstalling the part, the line

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two line millwright-mechanics assigned to the Employer's 3A production line; there are five assigned to production line 2; there is one assigned to line 4B (when it is operating); and there are one or two working at or near line 1, when it is operating. When these lines are not operating, the line millwright-mechanics' work in the main mechanics' shop, or are re-assigned millwright work at other production lines.

[9] There are production line mechanics' shops located near production lines 2, 3A and 4(b). There are also two such shops located on Line 1, but they currently appear to be in disuse.

millwright-mechanic runs the production machine briefly to ensure that the part in question was properly repaired or fabricated. He then watches one of the production employees run the machine in question for between 30 seconds to two minutes, thereby ensuring the repair was properly undertaken. Aside from running production line equipment for brief periods of time to test it, none of the Employer's millwright-mechanics ever perform any of the production duties performed by the production employees. In addition to these duties, the Employer's line millwright-mechanics are also called upon from time-to-time to provide input to the Employer on how equipment can be made safer and/or more efficient.

As noted, the majority of the line millwright-mechanics' duties are taken-up in performing routine day-to-day preventative maintenance and repair of the Employer's production equipment, thereby directly supporting the Employer's various production operations. These activities normally account for about seventy percent or so of their work-time. The Employer's line millwright-mechanics routinely spend the remaining thirty percent or so of their workdays installing, erecting, and assembling machinery at the Plant, including engines, motors, fluid drives and other power devices. They also redesign, rebuild, repair and align pumps and cylinders. They rig, level, align and repair rotating and conveying equipment. They rewind motors, align couplers and maintain shafts and driving mechanisms on equipment.

In carrying out their various duties, line millwright-mechanics routinely run drill presses and other power tools. They also routinely use precision tools, such as diale indicators, feeler gauges, calipers and micrometers to gauge distances, determine tolerances, set and level machinery, and set chain and roller conveyors. Based on the nature of the repairs and equipment involved, the margin of error in fabricating replacement parts, as well as in setting/leveling equipment and/or determining tolerances, can often only be within one or two one-thousandths of an inch. In addition, some line millwright-mechanics read blueprints and schematic plans. They sometimes use these plans to install new equipment. Production employees never perform any of these duties, including never performing repairs and/or preventative maintenance of the Employer's machinery, nor do they use any of the precision tools used by the millwright-mechanics.[10]

In addition to performing repairs in the various production line mechanics' shops, line millwright-mechanics also take most of their meals and breaks in the shops. They store their Employer-provided tools in these shops, as well. These include drill presses and other air tools.

[10] However, the Employer has "Inspectors" who perform a number of the same types of tasks as performed by the millwright-mechanics. "Inspectors" are "Unit 1" IAM bargaining unit work employees who work on the production line. Their primary duties are to check items being produced for defects, thereby ensuring that these products meet applicable specifications. The "Inspectors" also ensure that production employees follow applicable standard operation procedures of the Employer. In accomplishing these duties, they routinely use precision tools, such as torque wrenches, beam torques, torque screwdrivers, pliers, screwdrivers, crescent wrenches, socket sets, gauges, chronometers, calipers, optical comparitor machinery, air torque screwdrivers, and air gauges. They also use a checklist to inspect fleet trailers; the same checklist as used by the automotive millwright-mechanics. (See: discussion below.)

In addition, each millwright is assigned hand tools which he/she is personally responsible for maintaining. These include crescent wrenches, hammers, drill sets, tap and die sets, levels, sockets, and other hand tools, as well as certain precision tools referred to above. These tools are issued to the millwright-mechanics by the Company and are either kept under lock and key in the various line mechanics' shops, or in carts and/or vehicles that are assigned to the millwright-mechanics by the Employer. Production employees do not normally have access to these line mechanics' shop areas and they are never allowed to use or borrow the millwright-mechanics' tools.[11] Furthermore, production employees are not issued carts or vehicles, and they are not generally allowed access to the vehicles used by the millwright-mechanics.

While the line millwright-mechanics spend most of their work-time on the line, engaged in either preventative maintenance or repair of the Employer's machinery, the amount of time line they actually spend working on the line versus working in one of the line mechanic's shops varies greatly. This is largely determined by the nature of the repairs being undertaken. Some days, line millwright-mechanics only spend an hour or so working on the production lines; on other days, they may never get to one of their shops. Furthermore, as noted above, if a malfunctioning part cannot be repaired on the production line or in one of the line mechanics' shops, the part is physically taken by the line millwright-mechanic to the Employer's main millwright-mechanics' shop, located about a five minute walk from production line 1, for repair or re-fabrication. These more involved repairs/fabrications are usually performed by one of the shop millwright-mechanics. However, they may also be accomplished by the line millwright-mechanics under the direction of the shop millwright-mechanics. Regardless, production employees do not have access to this "main millwright-mechanics' shop."

Duties Of The Shop Millwright-Mechanics: The Employer's seven or so "shop millwright-mechanics" work almost exclusively out of the Employer's main millwright-mechanics' shop. This shop is located in the same building as production lines 1 and 2. All of the Employer's replacement parts are stored in this shop.

As noted above, comparatively minor repair work is performed by the line millwright-mechanics either at the production lines to which they are assigned or at their respective production line mechanics' shops. However, if these production line millwright-mechanics' facilities are inadequate to accomplish the repairs in question, and/or if the line millwright-mechanics are otherwise unable to perform/complete the repair work assigned to them at their production line mechanics' facilities, the line millwright-mechanics physically take the repair work in question to the Employer's main mechanics' shop where the shop millwright-mechanics either perform the needed repairs themselves or instruct the line millwright-mechanics in how to accomplish them. Alternatively, if, due to their nature, the repairs in question cannot be completed by the millwright-mechanics in the production line or main millwright-mechanics' shops, the millwright-mechanics take the defective parts to the Employer's various ironworkers', sheet metal workers' and/or tool and die makers' shops, located in various other parts of the Plant, to

[11] However, other "mechanical employees" do have access to the various line mechanics' shops. These employees include the pipefitters, electricians, ironworkers, and sheet metal workers. They do not have access to the millwright-mechanics' tools.

have the work done by the various craftsmen who work out of these shops.

The shop millwright-mechanics spend much of their time working in the main millwright-mechanics' shop. When they are working in the main mechanics' shop, they seldom have much interchange with production employees; rather they spend the majority of their time working with other shop millwright-mechanics or with the line millwright-mechanics, directing them in the methods necessary to accomplish the more complicated repairs and/or part fabrications.

In addition, to their "shop" duties, shop millwright-mechanics also routinely take care of miscellaneous machine maintenance and/or repair work around the plant, including work that cannot be completed by line millwright-mechanics due to time constraints, as well as repair/maintenance work on production lines where no line millwright-mechanics are assigned. Shop millwright-mechanics routinely serve as floating line millwright-mechanics, often performing the same sort of routine tasks performed by the line millwright-mechanics. The time spent by shop millwright-mechanics working in the main shop versus working on one of the production lines varies greatly, depending largely on the overall Plant workload and/or the workload of the shop millwright-mechanic in question. Therefore, working in the shop can take as little as ten percent of a shop millwright-mechanics' time, or as much as most or all of it. In accomplishing their duties, shop millwright-mechanics use the same type of precision tools used by line millwright-mechanics. As noted *infra,* the Employer's production employees do not use similar tools, nor do they perform similar duties as performed by the shop millwright-mechanics.

Line And Shop Millwright-Mechanic Supervision: The Employer's line and shop millwright-mechanics are supervised by one of two millwright-mechanic foremen. Charlie Ruschill supervises the line millwright-mechanics assigned to work on the 3, 3A and "Renol" production lines, as well as the shop millwright-mechanics. In addition, he supervises the Employer's "Electronics" personnel, none of whom are employed within the IAM "Craft Unit."[12] Dave Schevers, the other millwright-mechanic foreman, supervises the line millwright-mechanics assigned to the Employer's 1, 2 and 4B production lines. Dave Schevers is a certified journeyman millwright; Charlie Ruschill is not.[13] Neither Charlie Ruschill nor Dave Schevers supervises any of the production employees. Similarly, aside from what is described above, none of the Employer's millwright-mechanics receive any supervision or instruction from any of the Employer's production foremen.

Dave Schevers and Charlie Ruschill both report directly to Brad Hamilton, the Employer's Mechanical Operations Manager. Hamilton supervises not only the millwright-mechanics, but also the personnel within the Employer's other "Mechanical Operations" branches. These

[12] "Electronics" employees fall under the "Electricians' Unit," represented by IBEW Local 13.

[13] The two certified journeymen millwright-mechanic employees of the Employer, as well as Schevers, all completed their millwright apprenticeships through their respective unions prior to being hired by the Employer. Evidence adduced at the hearing indicated that the process of becoming a journeyman millwright normally took four years of formal Apprentice Training through a Union.

include the "Electrical", "Pipefitter, Ironworker & Roundhouse", "Carpenter, Dunnage Sheetmetal, Laborer & Custodial", "Tool & Die", "Utilities", "Mechanical Planning", "Emergency, P.M.'s & Work Order", and "Small Procurement, Project Work" department employees. Aside from the millwright-mechanics, none of these other employees are within the IAM "Craft Unit." However, Hamilton does supervise the Employer's two automotive millwright-mechanics (see: discussion below). Hamilton reports to the Employer's Plant Manager, Kennard Karr. Production employees report to one of about 30 or 40 "first line supervisors," all of whom report to one of three "Business Unit Leaders." None of the "first line supervisors" or the "Business Unit Leaders" supervise any of the millwright-mechanics and/or the locksmith.

Interchange Between Line/Shop Millwright-Mechanics And Other Employees: Other than what has already been described, there is little other direct *production-related* interchange between the production employees and the line and shop millwright-mechanics. The Employer's production employees are basically involved in the assembly of parts for munitions. Line and Shop millwright-mechanics do not involve themselves in such production duties, nor do they fill-in for production employees when there are production employee shortages. Similarly, the Employer's production line employees do not repair, replace, fabricate or test the repairs of the Employer's machinery, nor do they normally *directly* assist any of the millwright-mechanics in undertaking such repairs, fabrications and/or tests. This being said, production employees and/or production foremen do routinely advise the line millwright-mechanics (and/or shop millwright-mechanics acting in their capacities as floating line millwright-mechanics) of the general nature of the problems found with the Employer's equipment (e.g., they identify a noise they may have heard, etc.).[14] This assistance, such as it is, helps the line and shop millwright-mechanics perform their troubleshooting duties, thereby minimizing the time necessary for them to complete their repairs and/or thereby eliminating the necessity of having to remove the part and/or taking it to one of the mechanics' shops.

In addition to working side-by-side with production line employees on a daily basis, line millwright-mechanics (and/or shop millwright-mechanics acting in their capacities as floating line millwright-mechanics) also deal, on a daily basis, with the Employer's "Inspectors" (or "Quality Control Inspectors," as they are sometimes referred). As noted *infra,* note 8, these "Unit 1" production line employees inspect parts for defects as they come off of the various production lines. If the Inspectors discover a problem with any of the materials being produced, they routinely contact the line millwright-mechanics and consult with them regarding the necessary adjustments that need to be made to the equipment. Thereafter, the millwright-mechanic undertakes repairs and/or adjustments as deemed necessary.

The majority of the line and shop millwright-mechanics' work is performed during normal production hours.[15] Therefore, the line and shop millwright-mechanics' hours largely coincide

[14] On occasion, such as when a line millwright-mechanic is working in a tight spot on the line production line, a production employee may also hand the millwright-mechanic a tool.

[15] The millwright-mechanics have staggered reporting times. Some work from 6:00 AM to 4:30 PM. Others work from 7:00 AM to 5:30 PM, or 5:00 PM to 3:30 AM. A few start their shifts at

with other production operations employees. However, the majority of the line millwright-mechanics report to work approximately one to three hours before the production line employees. They do so in order to work on equipment without interfering with the Employer's production and to ensure that the line is running properly before the production employees report for work. Typically, when line millwright-mechanics report for work, they check each piece of equipment to make sure it is running properly. To do so, they perform their required daily checks of oil and other fluid levels on the equipment; they perform scheduled preventative maintenance; and they then turn on and operate the equipment to ensure it is operating correctly.[16] All of this is done before the production employees report for work. Thereafter, as noted above, once production begins, the line millwright-mechanics perform other, non-production interfering, preventative maintenance on the production line, and/or are paged and notified by the production employees and/or production foremen when needed to initiate any necessary repair processes. In addition, on occasion, the Employer will re-activate a production line that had previously been down. Before the line is reactivated, the Employer will notify some of the line millwright-mechanics, as well as certain of the other "craft" employees, such as the electricians and pipefitters, to start the equipment and make sure it is running properly before the line is re-opened. No production employees are present when this occurs.

Millwright-mechanics use the same restroom facilities and water fountains as the production workers and other non-IAM "Craft Unit" employees. Further, the Employer has cafeterias located near each of its production lines[17] where all employees, including millwright-mechanics, can take their meals. The cafeterias also contain vending machines for use by all employees. Millwright-mechanics usually do not use these cafeterias for their breaks and/or meals, preferring to take them in their various mechanics' shops. However, they do routinely purchase items from the vending machines in these cafeterias. Millwright-mechanics do not normally take their meals in the cafeterias, aside from purchasing candy/drinks there, because they wish to stay close to the production lines to which they are assigned. Furthermore, to the extent possible, they also try to undertake production line repairs when production employees are on break/lunch.

Duties Of The Employer's Automotive Millwright-Mechanics: The Employer runs a fleet of government (GSA) and Employer-owned vehicles. These include a number of tractor-trailer units and fork trucks. These vehicles require periodic inspection, preventative maintenance, upkeep and general automotive repair. These duties are currently performed by two millwright-

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4:00 AM or 2:30 PM. Production employees, such as the set-up machinists, work from 6:00 AM to 4:30 PM. Production employees work two different shifts: 7:00 AM to 5:30 PM; and 5:30 PM to 4:00 AM.

[16] Most of the line millwright-mechanics are capable of running all of the Employer's machinery. Those who do not know how to run the machinery are typically shown how to do so by the production employees.

[17] For example, Production line 2 has three break areas; Line 3A has "several" different areas; and Line 4B has one break area established for employees.

mechanics specializing in automotive repair. Because the Employer's Plant covers 19,000 acres, and because it is riddled with roads connecting one production facility to another, production depends heavily on reliable vehicular transportation, which, in turn, greatly depends on the vehicle repair and upkeep work performed by the Employer's "automotive millwright-mechanics."

Automotive service and repair of the Employer's vehicles is performed by the automotive millwright-mechanics in the automotive repair shop, just inside the main entrance of the Plant. The automotive repair shop contains bays where the work is performed, as well as a wash bay to wash vehicles. The automotive shop is in a separate building, apart from the Employer's production areas and other millwright-mechanics' shops. It is also separate and apart from areas worked in by other employees, including the Employer's production employees.

Currently, two of the Employer's automotive millwright-mechanics, Carroll Williams and Jim Settles, spend the vast majority of their work-time in and/or the Employer's automotive shop performing routine automotive/trailer repairs and/or automotive/trailer maintenance work. On occasion, they also perform some "millwright" work, similar to that performed by the Employer's other millwright-mechanics. This "millwright" work is performed either in the automotive repair shop, or in the main millwright-mechanics' shop.[18] Based on the nature of their work, millwright-mechanics assigned to work in the automotive repair shop are only required to have a general automotive mechanic background prior to being hired. They are not required to have any special training or schooling prior to being hired for the position. Likewise, they are not required to possess any particular licenses or certifications, though they may acquire such certifications on their own during the course of their employment by the Employer. For example, Williams has a refrigeration license and, because of this, he is able to work on automotive air-conditioning units. He may also have some asbestos training for brake work.

Most of the vehicles operated by the Employer are either leased by the Employer, in which case the lessor of the vehicle is responsible for major repairs of said vehicles, or the vehicles are owned by the Employer but still under their manufacturer's warranty. In either case, non-routine and/or warranty work on these vehicles is performed by outside contractors. Therefore, regardless of whether the vehicles are owned or leased by the Employer, the Employer's automotive millwright-mechanics do not routinely perform major mechanical repair work on vehicles, nor do they perform major overhauls of vehicles.[19] Instead, they generally engage in routine, non-warranty-type, repair and preventative maintenance of the vehicles operated by the Employer. This includes replacing bulbs, belts and starters, checking tire pressures, fixing flat

[18] Prior to 1999, Carroll and Settles were both classified as "automotive mechanics."

[19] The Employer does own a small fleet of vehicles that are out of warranty. Most of these have between 50,000 to 100,000 miles on them. The automotive millwright-mechanics repair "what ever comes up" on these vehicles. (Record, p. 301). Such work routinely includes comparatively minor brake, starter and alternator repair. In part, this is because if these vehicles require more involved engine and/or transmission work, they "are junked" rather than being repaired. (Id.) Similarly, body work is contracted to outside companies.

tires, checking fluid levels and changing oil/anti-freeze in the vehicles. They also inspect inbound and outbound trailers for defects. They repair trailer brakes, tires, broken axles and line harnesses. Additionally, they routinely repair the beds of trailers, as well as trailer wiring.[20] The Employer does not possess up-to-date diagnostic equipment, including automotive diagnostic computer equipment. Therefore, in undertaking their duties, the automotive millwright-mechanics routinely use general hand tools provided by the Employer, including wrenches, impact wrenches, crowbars, jacks, and hoists.

Bargaining History Of The Automotive Millwright-Mechanics: As noted *infra,* prior to 1999, the Employer and the IAM maintained separate "automotive mechanic," and "automotive inspector" job classifications, in addition to the previously described "millwright" job classification. Despite having these three different job classifications, over time the duties of the "automotive mechanics" and "automotive inspectors" became integrated with one another. Then, the duties performed by employees within these two job classifications became integrated with the duties performed by the "millwrights." In fact, by 1999, the Employer had no separately identifiable "automotive inspectors," and its "automotive mechanic" and "millwright" employees were routinely assisting one another in performing their duties. Because of this, in 1999, after the filing of the instant Petition, the Employer and the IAM agreed to merge the "automotive mechanic," "automotive inspection" and "millwright" job classifications into the single job classification of "millwright-mechanic." At the time the instant Petition was filed, the Employer had "one or two" automotive mechanics. It did not have any automotive inspectors.

Integration Of Automotive Millwright-Mechanics With Other Employees: The automotive millwright-mechanics work either from 7:00 AM to 5:30 PM or 6:00 AM to 4:30 PM. These hours substantially coincide with the hours worked by other company employees. In performing their duties, automotive millwright-mechanics routinely come in contact with other employees, such as various company supervisors, other millwright-mechanics and security guards, many of whom are issued GSA vehicles to drive. This occurs when employees bring in vehicles for repair, at which time these employees explain the nature of the problems they have identified with the vehicles. Additionally, when inspecting inbound and outbound trailers, the automotive millwright-mechanics routinely come in contact with the Employer's truck drivers.[21] Further, when Williams and/or Settles are absent for one reason or another, another of the Employer's line and/or shop millwright-mechanics fill in for them, performing automotive maintenance and/or repair duties in the automotive repair shop. On occasion, Settles has worked as a line millwright-mechanic, maintaining and/or repairing a lathe located on production Line 1.[22] None

[20] Williams performs most of the automotive repairs and does so in the mechanic's shop. Settles performs most of the trailer repairs. These are either performed in one of the bays of the automotive shop, or in a nearby lot. Williams serves as leadman of the automotive repair shop.

[22] Settles took classes to learn how to tear down and rebuild this piece of equipment. He performs repair/maintenance work on it about once a year, spending anywhere from one to four days repairing/maintaining the lathe.

of the Employer's other employees, including its production employees, perform any automotive maintenance and/or repair duties for the Employer

Supervision Of The Automotive Millwright-Mechanics: Williams is the leadman of the two automotive millwright-mechanics. He directs the day-to-day work of Settles. Williams reports directly to the Mechanical Operations Manager, currently, Brad Hamilton.

Wages And Benefits Of All Millwright-Mechanics: Millwright-mechanics, regardless of whether they are line, shop or automotive millwright-mechanics, are all paid on an hourly basis., There is no distinction made in this contract between the pay and/or benefits received by line, shop and/or automotive millwright-mechanics. Furthermore, the Employer does not recognize and/or differentiate between journeymen and non-journeymen millwright-mechanics for pay and/or other purposes.

The hourly pay received by millwright-mechanics is generally somewhat higher than that received by the Employer's production workers.[23] Fringe benefits for the Employer's various millwright-mechanics are identical with one another, as well as identical to the fringe benefits received by other employees, including the Employer's production employees and Inspectors.

The Employer maintains separate seniority lists for production and millwright-mechanic employees.[24] Because of this, millwright-mechanics are not generally allowed to bump into production jobs in an event of a layoff.[25] However, those employees who were hired/transferred into millwright-mechanic positions from company production positions maintain both their production and their millwright-mechanic seniorities. Therefore, in the event of a reduction in workforce in the millwright-mechanic job classification, employees with both types of seniority (i.e., production and millwright-mechanics) would have the option of exercising their production seniority and bumping back into the production classification.

In addition to their pay and benefits, both line and shop millwright-mechanics, as well as certain of the Employer's trade "craft" employees, are provided access to carts and/or other vehicles to help them perform their duties. Many of the millwright-mechanics keep some of their tools in these vehicles. Generally speaking, aside from occasionally giving company Inspectors a ride in one of these vehicles, production employees do not have access to such vehicles. Furthermore, when not in use by the millwright-mechanics, the vehicles are kept locked.

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[23] The current rate for the Millwright Mechanic is $14.86 per hour, the current rate for the Locksmith is $14.38 per hour. The pay rate for the Production Operator A is $13.63 per hour. The current rate for Production Operator B is $12.56 per hour.

[24] Millwright-mechanics are all contained on a single seniority list. There are no seniority distinctions made between line, shop and/or automotive millwright-mechanics.

[25] Millwright-mechanics have not been laid off in recent memory. Production employees have been laid off, however. In these cases, the production employees were not entitled to bump into the millwright-mechanics' job classification.

Hiring Procedures And Job Qualification Requirements For All Millwright-Mechanics: There is no automatic movement of personnel from the production employee units (e.g., "Unit 1") to the millwright-mechanics' "Craft Unit," and the Employer does not post millwright-mechanic job openings at the Plant. Instead, millwright-mechanic job openings are often "advertised" by word of mouth and prospective millwright-mechanics are either required to fill out applications and/or go through an interview process with one of the millwright-mechanic foremen before being hired. Currently, there are three former production employees working as millwright-mechanics. The rest of the Employer's millwright-mechanics were hired from outside the Plant.

There is no requirement that persons hired for any of the Employer's millwright-mechanic positions (e.g., line, shop and/or automotive repair) be journeymen certified millwrights prior to being hired, or even that they have "millwright" experience. Similarly, there is no requirement that the millwright-mechanics have served and/or attended any millwright apprenticeship program prior to being hired as a millwright-mechanic. In fact, while the Employer expresses a preference for hiring persons for millwright-mechanic positions with some sort of general "mechanical" aptitude and background, such a mechanical background is not an absolute requirement of the job, *per se.*[26] That is, to the extent that a "mechanical" background is even deemed desirable for prospective millwright-mechanics, such a background need not specifically be within the millwright career field. For instance, a number of persons have been hired by the Employer as millwright-mechanics with automotive/motorcycle mechanics backgrounds, or even tree trimming backgrounds. In fact, of the 18 millwright-mechanic employees currently working for the Employer, only two had any prior experience as "millwrights" and/or were trained journeyman millwrights prior to being hired by the Employer. Both of these employees received their millwright apprenticeship training prior to being hired by the Employer.[27]

On-The-Job-Training For All Millwright-Mechanics: The Employer conducts no specialized and/or formal apprenticeship programs, nor any other specific training classes, for any of its millwright-mechanics; newly hired or otherwise.[28] What instruction newly hired millwright-

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[26] The Employer's Human Resources Director, Lynn Humphreys testified, without rebuttal, that the Employer does not require newly hired millwright-mechanics to possess any specific prior experience in "rigging, leveling, aligning, and repairing rotating and conveying equipment." Witnesses for the Petitioner testified that the possession of such skills defined journeymen trade/craft millwrights.

[27] As noted herein below, one of the two millwright-mechanic foremen is also a certified journeyman millwright. Over the years, only two other employees of the Employer were identified as having been journeymen millwrights. Neither of these two employees currently work for the Employer.

[28] The Employer does participate in union sponsored apprenticeship programs for two of its other job classifications, to wit: electricians and pipefitters. The Employer's electricians participate in a journeymen's trainee program sponsored by the IBEW. The Employer's pipefitters participate

mechanics do receive is focused primarily on safety instruction - and this training, which is given to all new employees, consists mainly being given literature to read concerning safety. Thereafter, upon completing this training, newly hired millwright-mechanics are put immediately to work, usually as line millwright-mechanics. Given the specialized nature of much of the Employer's production machinery, at least half of all newly hired millwright-mechanics' work-time is spent learning how to maintain and repair the equipment. This is true even if they had prior millwright or other mechanical experience. Virtually all of the on-the-job training received by newly hired millwright-mechanics is provided by other millwright-mechanics.

IAM Representation Of All Millwright-Mechanics: As noted above, the Employer's millwrights have been represented by the IAM since about 1953.[29] Since that time, the millwright-mechanics within the IAM "Craft Unit" (as well as the Locksmith, see: discussion below) have been separately represented by their own IAM millwright steward. The current IAM millwright-steward, Steven Davis, does not represent any employees other than millwright-mechanics/locksmith.

The totality of the evidence reveals that the millwright-mechanics' steward exclusively handles grievances for the millwright-mechanics/locksmith and does not handle them for other employees.[30] Likewise, millwright-mechanics/locksmith do not present their grievances to the stewards of other units.[31] When contract negotiations are conducted between the IAM and the Employer, the millwright-mechanics are separately represented by the millwright steward. Prior to the beginning of negotiations, the IAM routinely sends surveys to the unit members it represents, including those in the IAM "Craft Unit." These surveys solicit input from unit

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in a journeymen's trainee program sponsored by the Pipefitters' Union. These programs are not available to, and/or attended by, the Employer's millwright-mechanics.

[29] The Board actually certified the IAM Local 1010 as the exclusive bargaining representative of the "millwrights" on or about June 2, 1952. The first collective bargaining agreement between the Employer and the IAM went into effect in 1953. For the three years or so prior to that time, the "millwrights" were represented by the Carpenters and Millwrights Union, Affiliated with the United Brotherhood of Carpenters and Joiners of America, Local Union No. 410.

[30] Davis is one of five stewards of the IAM who sit on the IAM's bargaining and grievance committees. The grievance committee caucuses to determine which grievances the IAM will prosecute. No recent grievances have been filed by any of the IAM "Craft Unit" employees. However, in the past, Davis offered ideas and suggestions relative to grievances that had been filed by members of the IAM "Craft Unit."

[31] However, one of the IAM's "Unit 1" Chief Stewards, John Stimpson, testified, without rebuttal, that on a daily basis, he has successfully helped to resolve "problems" for millwright-mechanics. These problems were not reduced to written grievances. Such matters included paycheck and insurance problems, holiday pay problems, and millwright-mechanics being shorted for personal time off.

members for matters to be included in the Union's bargaining position. Members of the IAM "Craft Unit," including some millwright-mechanics, have responded to these surveys. These survey responses have been incorporated into the IAM's bargaining positions and formal contract proposals. Most recently, Davis participated in the formulation of the IAM's formal contract proposal. He provided input for said contract proposal, he actively represented the millwright-mechanics/locksmith at the collective bargaining negotiations conducted in 1999, he participated in IAM caucuses during these negotiations, and a number of his contract proposals were incorporated into the current collective bargaining agreement. These proposals dealt with the millwright-mechanics' job classification. Davis and other members of the IAM "Craft Unit" also attended the contract ratification vote.[32]

THE LOCKSMITH:

Duties Of The Locksmith: Because the Plant is so large, and because of the nature of the production going on at the Plant, the Employer is obligated, both by contract and for obvious security reasons, to maintain a high level of security. In keeping with this obligation, the Employer maintains numerous complicated high security locks in various areas of the Plant. The primary role of the Employer's single locksmith, Michael Byars, is to keep these locks in working order.

Because of the specialized nature of the Employer's operation, the locksmith is required to not only possess knowledge and experience of general locksmithing principles, but he is also required to know how the Employer's various high-tech locks work, how to key and/or re-key these locks, and how to repair them. Furthermore, because access to certain areas of the Plant require the possession of a United States Government issued secret or confidential security clearance to enter, the Employer's locksmith is required to possess such a clearance.

The locks at the Plant vary in their nature and complexity. Certain gates, for example, are merely padlocked. Some building doors have combination locks. However, there are much more complicated high-security locks on certain gates and/or buildings, particularly for those areas where no guards are routinely posted. The locksmith is required to have mechanical knowledge of how to key these very complicated locks, as well as how these locks actually work.

In addition to his other duties, the locksmith also performs certain security functions. For example, the locksmith is also responsible for issuing and changing the combinations on the locks. Furthermore, only employees authorized to receive keys and/or combinations to certain locks are provided access to these items. The locksmith maintains control over access to the locks, their keys and/or their combinations. To this end, he is responsible for issuing a listing of

[32] In addition, the record reveals that the IAM also has a safety representative, Linda Johnson, who represents the combined interests of the production employees, the millwright-mechanics, locksmith and the firefighters. Millwright-mechanics attend the same safety meetings as the production employees.

those with access to the combinations, etc. While in emergency situations a security department employee could provide access to other employees to the lock combinations, no employees other than the locksmith and/or security employees at the Plant perform such tasks. Furthermore, only the locksmith is allowed to change the locks, re-key the locks and/or change the combinations to the Plant's locks.

The locksmith does not have any duties other than those listed above. He does not perform any production work. He does not operate production machinery. He does not maintain or repair production machinery. Similarly, none of the millwright-mechanics and/or production employees performs any lock repair or maintenance work at the Plant.

Integration Between the Locksmith And Other Employees: The normal operation processes of the Plant are dependent on the performance and functions of the locksmith. This is primarily due to the fact that employee access to production materials is critical to the performance of their production duties..

The locksmith works from 7:00 AM to 5:30 PM, Monday through Thursday. These hours coincide with production hours, as well as the hours worked by Plant production employees.[33] Due to the nature of his duties, the locksmith must work all over the Plant. However, the majority of the locksmith's time is spent in the production areas of the Plant, making sure those areas are secured. Because of this, the locksmith routinely comes in contact with other employees, particularly production employees. This occurs, for example, when the locksmith is re-keying locks or issuing/collecting keys to these employees. He also routinely speaks with various supervisors and employees working in company production areas to determine where certain materials are being stored, as well as to learn what materials are needed to be lock-secured and/or how those materials are going to be secured. Additionally, if there is a problem with a lock, the employee having such trouble routinely contacts the locksmith directly to have the problem corrected. They may also contact the Employer's security officers who would, in turn, notify the locksmith of the problem.

Supervision Of the Locksmith: Because of the secured nature of what he does, the locksmith reports directly to the Employer's Security Chief, Dan Pinkerton. Pinkerton also supervises the Employer's security guards and security captains. He does not supervise any other company personnel, including the millwright-mechanics.

Bargaining History Of The Locksmith: The Locksmith job classification has historically been included in the same unit as the "millwrights," and the job classification of locksmith has, for some time, been incorporated into successive Employer-IAM "Craft Unit" collective bargaining agreements. The locksmith is represented for grievance and negotiations purposes by the millwright-mechanic Chief Steward, Davis.

Locksmith Pay And Benefits: The locksmith is paid on an hourly basis and receives about $0.48 per hour less than the hourly pay of the millwright-mechanics. He receives the same

[33] The Employer works a four ten hour day schedule for most employees.

fringe benefits as the millwright mechanics and the Employer's production employees.[34] Because there is only one locksmith, the Employer maintains no seniority list for him. However, according to the Employer, if the locksmith were to be interested in a production operator position and was moved to the production operator ranks, he would maintain his seniority as a locksmith. Likewise, if he transferred to a millwright-mechanics position, he would maintain his seniority that he has currently achieved as a locksmith.

DISCUSSION

Section 9(b) of the Act confers on the Board the discretion to establish a unit appropriate for collective bargaining and to decide whether such unit shall be the employer unit, craft unit, plant unit, or subdivision thereof. A craft unit is defined as:

> ". . . one consisting of a distinct and homogeneous group of skilled journeymen craftsmen, who, together with helpers or apprentices, are primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills and specialized tools and equipment." *Burns & Roe Services Corp*., 313 NLRB 1307, 1308 (1994). *See, also: Schaus Roofing*, 323 NLRB 781 (1997).

In *Mallinckrodt Chemical Works*, 162 NLRB 387 (1967), the Board addressed a number of "factors" to be evaluated when determining "craft" issues in the context of "craft severance" cases. While these factors are not to be regarded as an exclusive listing of the criteria involved in making unit determinations in craft severance cases, they do serve as examples of the pertinent areas of inquiry that may be made in such cases and they are intended to illustrate the fact that "determinations will be made on a case-by-case basis," and only after weighing all relevant factors. *Mallinckrodt, supra.* As noted by the Board, "(i)n severance cases such as this we do not apply automatic rules but rather evaluate all relevant considerations." *Kimberly-Clark Corp*., 197 NLRB 1172 (1972).

Notwithstanding the permissive nature of the factors evaluated in *Mallinckrodt,* the Board has instructed that the following factors may be evaluated in craft severance cases:

[34] The current rate for Locksmith is $14.38 per hour.

1. Whether the employees to be contained in a proposed unit are truly a craft, that is, whether they are a "distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft on a non-repetitive basis;"

2. Whether the employees to be contained in a proposed unit have a separate identity and/or form a functionally distinct department;

3. The degree of integration of the employer's production processes;

4. The history of collective bargaining of the employees sought to be represented; and

5. The qualifications of the union seeking severance.

Whether the instant petitioned-for employees are a distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft on a non-repetitive basis: The Board directs fact-finders to determine whether a proposed unit consists of a "distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft on a non-repetitive basis." *Mallinckrodt*, *supra. See also: Firestone Tire Co*., 223 NLRB 904 (1976). "Loose definitions" of what constitutes a true craft or a traditional are to be avoided. Id.

As a whole, the instant record contains little evidence demonstrating either: 1) that *individuals* within the petitioned-for unit possess and/or exhibit "craft" skills; or 2) that, when viewed as a *group,* the petitioned-for unit employees possess the skills of journeymen craftsmen. To begin with, the record reveals that only two of the 18 petitioned-for employees had *any* formal "craft" apprenticeship training and/or experience prior to being hired by the Employer. Further, even to the extent that the remaining petitioned-for employees had mechanical backgrounds prior to being hired by the Employer, such backgrounds were only of the most generalized type. For example, three of the current millwright-mechanics had production backgrounds prior to being hired as millwright-mechanics and were hired directly from the Employer's production and maintenance "Unit 1."[35] The other millwright-mechanics came from a variety of eclectic backgrounds, including general automobile/motorcycle repair, auto-body repair, truck driving, and tree trimming experience. The locksmith, apparently, worked in his father's private locksmithing business for some unknown period of time prior to being hired by the Employer. Further still, the record reveals the Employer has maintained no specialized training and/or apprenticeship programs for any of the petitioned-for locksmith and/or millwright-mechanics' positions. Likewise, none of the petitioned-for employees have undergone any *substantive* specialized and/or apprenticeship "craft" training on their own and the Employer does not recognize any journeyman/apprentice status within either its millwright-mechanic or locksmith

[35] Based on a commonality of interest concerns, the Board has regularly denied alleged "craft" severance from overall production and maintenance units where, as here, some of the alleged "craft" unit employees had transferred into the "craft" positions from production jobs found within an Employer's existing production and maintenance units. See. e.g., *Wah Chang Albany Corp.,* 171 NLRB 385 (1968); and *Lear-Siegler, Inc.,* 170 NLRB 766 (1968).

job classifications. All of these factors militate against a finding that the petitioned-for employees are a "craft."[36]

In addition to not possessing the underlying skills of "craftsmen," the totality of the evidence also reveals that the petitioned-for employees simply do not exercise, during the routine performance of their Employer-related duties, "journeymen" millwright skills. For example, the record reveals that while there are some differences in the scope of their duties, and while they all the Employer's millwright-mechanics sometimes engage in the performance of traditional "millwright" duties (e.g., such as fabricating and/or designing machine parts), the vast majority of time spent by the line and shop millwright-mechanics is on the Employer's production line, performing routine maintenance and repairs of the Employer's production machinery. Such duties are not indicative of those performed by journeymen "craft" millwrights.[37] Furthermore, as regarding the Employer's automotive millwright-mechanics and/or locksmith, the record reveals that they spend the vast majority of their work-time performing routine maintenance and repair of the Employer's vehicles, trailers and locks. Again, such skills are not indicative of those performed by journeymen "craft" millwrights and the Board has indicated that any attempt to include such employees within a "craft millwright" units should fail, as "the unit sought (would become) heterogeneous and constitute an arbitrary grouping." See: *American Bemberg,* 111 NLRB at 967. As noted by the Board in *American Bemberg:*

> "The Employer contends that the unit sought is not a craft group, that only a small minority of the group are primarily engaged in the exercise of craft skills, and that one-third of the group who had mechanical experience in prior employment, only five had machinist experience. The Intervenor also contends that the Board should not direct a severance election because the unit sought is heterogeneous and constitutes an arbitrary grouping. To the extent that the group includes auto mechanics, we agree it is heterogeneous. As to the craft characteristics of the remainder, we conclude on this record, which shows no apprenticeship, no systematic progression, and no pattern of hiring with skill, that the Petitioner has not demonstrated that the employees here concerned, as a whole, are primarily engaged in the performance of tasks requiring the exercise of craft skills. Id, citing *American Potash & Chemical Corporation,* 107 NLRB 1418 (1954); and *St. Louis Car Company,* 108 NLRB 1388 (1954).

Based on the above, it is clear that the petitioned-for employees are not a "distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft on a non-repetitive basis."

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[36] *See, Beaunit Corp.,* 224 NLRB 1502 (1976); *American Bemberg,* 111 NLRB at 965 ; General Electric Company, 118 NLRB 637 (1957); and La-Z Boy Chair Company, 235 NLRB 77 (1978). The absence of such programs is a factor demonstrative of not being a traditional "craft" appropriate for severance from an overall production and maintenance unit.

[37] *General Electric Co.,* 118 NLRB 637 (1957)

The degree of integration of the employer's production processes and whether the petitioned-for employees have an identity separate from the existing unit: Regardless of whether the instant petitioned-for employees are or are not "craftsmen," as that term is defined by the Board, the Board has routinely held that even if they are "craft" employees, severance will still be denied if the "craft" employees in a proposed "craft" unit have not established and maintained an identity separate from the Employer's broader production and maintenance units during the period of inclusion in said broader units. This analysis, in turn, depends in large part on the degree to which petitioned-for employees are, or are not, functionally integrated into the Employer's existing production operations. *Beaunit Corp*., 224 NLRB 1502 (1976)

In *Holmberg, Inc*., 162 NLRB 407 (1967), a case factually similar to the instant situation, the Board held that employees (i.e., tool and die makers and "tool-room craftsmen") who shared a substantial community of interest with other employees in an existing plant-wide unit, would not be severed from the main production and maintenance unit even though the petitioned-for employees possessed "special skills." The Board based its decision in this case on the fact that the work performed by the petitioned-for "craft" employees was not confined to tasks requiring the exercise of their "special skills." In reaching this conclusion, the Board indicated that where, as here, employees seeking to be severed from an existing production and maintenance unit perform duties that constitute "an integral part of the production process," the fact that they also engage in specialized "craft" tasks is not dispositive of the severance issue. Id.

The record reveals that the instant petitioned-for employees all perform duties that *are* highly integrated into the Employer's overall production processes. For example, the line millwright-mechanics (as well as shop millwright-mechanics and/or automotive millwright-mechanics working in "line" capacities) often spend anywhere between 70 and 90 percent of their work day working directly on the production line, side-by-side other production employees, ensuring that the Employer's production machinery is in good repair and/or that the production line is operating correctly. Similarly, the automotive millwright-mechanics keep the Employer's transportation system in good repair and operating. Because of the size and layout of the Employer's plant, such duties are critical to the functioning of the overall production operation. Likewise, the locksmith ensures not only physical access and/or egress of all employees to/from the Plant (a facility which produces high explosive ordnance), but he also ensures that the explosives being used and/or produced by the production employees are properly secured. Therefore, the fact that all of these petitioned-for employees perform duties which are highly integrated into the Employer's production process, and/or perform duties which are necessary for the continuity of the Employer's production processes, militates heavily against their severance affirmed dismissal of from the established units. See, *Alton Box Board Co*., 164 NLRB 919 (1967); *American Bosch Arma Corp.*, 163 NLRB 650 (1967); *Firestone Tire Co*., *supra.*

In addition to the above, the record reveals that the instant petitioned-for millwright-mechanics and locksmith have far more in common than not in common with the Employer's production and maintenance employees. For example, they work substantially the same hours as worked by production and maintenance employees; their pay is comparable to what is received by production and maintenance employees; and their fringe benefits are identical to these employees. Millwright-mechanics and production and maintenance employees also work in the

same buildings, often on the same production lines as production and maintenance employees. They share the same comfort facilities; they share usage of the same cafeteria vending areas; and they are exposed to the same safety concerns and dangers as are production and maintenance employees. Further, the millwright-mechanics often work closely with the production and maintenance employees, thereby ensuring that the Employer's machinery, vehicles and/or locks are functioning correctly. For example, production and maintenance employees routinely advise the millwright-mechanics and locksmith of the general nature of the problems they are facing with the Employer's machinery, vehicles and/or locks. Production and maintenance employees often stand nearby as repairs are being made to these items by the millwright-mechanics and/or locksmith. Further, production and maintenance employees sometimes assist millwright-mechanics by handing them tools. Conversely, millwright-mechanics often stand near production and maintenance employees as these employees begin operating newly repaired machinery, thereby ensuring that the machinery in question – as well as the Employer's production lines - are functioning appropriately. All of which indicates that the IAM "Craft Unit" millwright-mechanics/locksmith and the Employer's "Unit 1" production and maintenance employees have a substantial community of interest with one another that militates against severance.

History of collective bargaining: The IAM has continuously represented the Employer's production and maintenance employees, as well as the petitioned-for "automotive mechanics," "millwrights" and "locksmith," for nearly fifty years. This, in itself, substantially militates against severance of the petitioned-for employees from their existing representation. *See, Universal Form Clamp Co*., 163 NLRB 184 (1967); *Allen-Bradley Co*., 168 NLRB 15 (1968)

Furthermore, in addition to the sheer length of this continuous representation, there is no evidence in the record indicating that at any time since the IAM undertook the representation of the petitioned-for employees in 1953 that any other union ever attempted to gain separate representation of the instant petitioned-for employees.[38] Likewise, there is no indication that the IAM ever failed to adequately and/or appropriately represent the interests of any of the petitioned-for employees. Instead, the record reveals that the petitioned-for employees have been covered independently under successive collective bargaining agreements and there has been no showing that any of these contracts ever failed to adequately address the needs of the instant millwright-mechanics and/or the locksmith. Further still, in comparison to other IAM represented employees at the Plant, the petitioned-for employees appear to have received a disproportionately larger amount of representation from the IAM relative to their size. For example, while the 18 petitioned-for employees comprise less than five percent of the total number of employees represented by the IAM at the Plant (i.e., a total of 400 or so employees), the millwright-mechanics and locksmith have historically had their own steward who, in turn, comprised one-fifth (i.e., twenty percent) of the IAM's overall grievance and bargaining committees. Furthermore, this millwright-mechanic/locksmith steward has historically exclusively handled grievances for the millwright-mechanics and locksmith; routinely sent them surveys seeking their input in preparation for such matters as collective bargaining; and separately and *actively* represented the millwright-mechanics and locksmith during actual collective bargaining negotiations. All of these factors militate against severance. *See, Paris Mfg. Co*., 163 NLRB 964 (1967)

In addition, there is no other indication in the record that the millwright-mechanics and/or locksmith at the Plant have fared poorly as a result of their IAM representation as compared to other employees in the Plant. For example, the record indicates that none of the millwright-mechanics and/or locksmith have ever had any of their grievances not prosecuted and/or unanswered. Further, none of the millwright-mechanics have been laid off at any time in recent memory, as compared to some of the production and maintenance employees who have been laid off. Further still, the millwright-mechanics are paid at somewhat higher rates than their production and maintenance co-workers; they have had access to Employer-provided vehicles; and they have had their own "shops" to store their tools and/or take their meals. Therefore, as there is no indication in the record that any of the petitioned-for employees have been, and/or are being, mis-represented by their current collective bargaining representative, it would appear that the existing pattern of bargaining at the Plant is productive of stability in labor relations. It is equally apparent that stability would, potentially, be disrupted by severance of the petitioned-for unit from this representation. See, *Trico Products Corp*., 169 NLRB 287 (1968) *Accord, Square D Co*., 169 NLRB 1040 (1968).[39]

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[38] Where employees who sought to be severed from a production unit had "over the years . . . acquiesced in the established bargaining pattern, . . . participated therein, and . . . received the benefits of that participation," severance was found to be inappropriate. *Radio Corp. of America*, 173 NLRB 440 (1969).

[39] There is little indication in the record concerning the history and pattern of collective bargaining in the industry involved. Such history is considered in craft severance cases. *See,*

Qualifications of the Union Seeking Severance: There is no indication in the record that the petitioning labor organization is unqualified to represent the petitioned-for unit. Simply put, like the Intervening Union, the petitioning Millwright-Technical Engineers Local 2158 of the United Brotherhood of Carpenters and Joiners of America has traditionally represented millwrights throughout the region and would seem to be as qualified as the incumbent union in representing the petitioned-for millwright-mechanics and the locksmith. See: *Beaunit Corp*., supra at 1505. See also *Kaiser Foundation Hospitals*, supra.

CONCLUSION

The Intervenor has actively represented the petitioned-for employees for nearly half a century and has done so without any showing that its representation was, in any way, inadequate. Further, regardless of the dubious merit of the claim that the petitioned-for millwright-mechanics and/or locksmith possess "craft" skills, the record is replete with evidence indicating that these employees spend a great deal of their work time performing work that does *not* require the utilization of such skills. Instead, the petitioned-for employees spend the bulk of their work days performing routine maintenance and repair work on the Employer's production equipment, vehicles and/or locks. In doing so, they spend the bulk of their time working side-by-side the Employer's other 400 or so production and maintenance employees, as well as beside the Employer's other employees (e.g., truck drivers, guards, Inspectors). In performing these duties, the petitioned-for employees often work on the same production equipment utilized by their co-workers, they utilize many of the same facilities as these other employees, and they are subject to the same safety concerns and/or hazards as faced by these other employees. Further still, in addition to whatever community of interest the petitioned-for employees may share with their production and maintenance co-workers, the record is clear that the petitioned-for millwright-mechanics and locksmith are also highly integrated into the Employer's overall production operation. Simply put, without the presence of the petitioned-for employees, performing, as they typically do, their maintenance and repair functions, the Employer's entire production operation would soon come to a halt. For all of these reasons, as well as others enumerated above, the instant severance petition must fail.

ORDER

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is, dismissed.

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e.g.: Firestone Tire Co., supra. *See also: Kaiser Foundation Hospitals*, supra and *Metropolitan Opera*, supra. What evidence there is on this matter indicates that the business engaged-in and/or equipment used by the Employer is unique to the ordnance-producing industry and, based on this, normal "millwright" experience is inapplicable. The only other ordnance-producing Plant referred-to in the record is the Employer's facility in Tennessee. Employees at that plant who perform duties similar to those performed by the instant petitioned-for employees are all covered under a wall-to-wall production and maintenance collective bargaining agreement negotiated by the United Steel Workers. *See, Mobil Oil Corp*., 169 NLRB 259 (1968)

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by **June 27, 2001**.

Dated: June 13, 2001
at: Peoria, Illinois

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/s/ Ralph Tremain
Ralph Tremain, RD – Region 14

Classification Index Code: 440 8325 7591 5067

Date Issued: June 13, 2001